



ALAN LeBOVIDGE
CHAIRMAN

The Commonwealth of Massachusetts
Springfield Finance Control Board
436 Dwight St.
Springfield, MA 01103

Dear Springfield Firefighter,

We know that each day during the city's fiscal crisis you come to work and do your job. It is one of the most important jobs in city government. Each of you is due a raise. It has been too long in coming. The city wants you to have a contract and the ability to earn more money. At the same time we can offer you only what the city can afford.

The following offer is what we can afford. There is no attempt in this offer to hold down wages for the sake of holding down wages. In a perfect Springfield, the city's finances would be robust which would allow for a more generous offer. However, that is not the case today. Yet, both the city and its employees need a contract: one that advances the legitimate financial needs of firefighters while recognizing the city's financial position.

I have taken this opportunity to make sure you knew that we have been attempting to settle a contract and give you the facts.

Details of the offer that we presented to your leadership appear below. Our economic offer to you includes a lump sum payment to each member of 75% of wages frozen because of the wage freeze (about \$3,000 per employee) and annual wage increases of 2.5% for seven years (or 17.5%). We are making this offer public because there is little left to negotiate. The city can afford only what is offered below. Thank you again for your dedication to your profession and the city of Springfield and for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Puccia".

Philip Puccia
Executive Director
Springfield Finance Control Board

CITY OF SPRINGFIELD PROPOSAL
To

SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648

The Collective Bargaining Agreement (CBA) between the CITY OF SPRINGFIELD and the SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 is hereby modified as follows:

(1) Signing Bonus

In lieu of any retroactivity for unit members who have been denied raises in the last collective bargaining agreement, a one-time signing bonus equal to 75% of the amount a bargaining unit member would have earned in base salary had the wage freeze of 2003 not been enacted.

(2) Salaries

- Contract 1

Effective 0800 July 1, 2005 increase wage schedule (2.5%)

Effective 0800 July 1, 2006 increase wage schedule (2.5%)

Effective 0800 July 1, 2007 increase wage schedule (2.5%)

- Contract 2

Effective 0800 July 1, 2008 increase wage schedule (2.5%)

Effective 0800 July 1, 2009 increase wage schedule (2.5%)

Effective 0800 July 1, 2010 increase wage schedule (2.5%)

- Contract 3

Effective 0800 July 1, 2011 increase wage schedule (2.5%)

(3) Salaries

Incorporate step raises and longevity of top steps into base salary.

(4) Salaries

SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 agrees to dismiss with prejudice any existing claim and waive and forego any other potential claim, grievance, arbitration, or appeal regarding negotiated wage/step increases from prior collective bargaining agreements.

(5) Health Insurance

SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 agrees to dismiss with prejudice any existing claim and to waive and forego any other potential claim, grievance, arbitration, or appeal regarding the change in health insurance benefits implemented April 1, 2005 and agree to said health insurance plan implemented on April 1, 2005.

(6) Injured on Duty/Light Duty

The City makes this proposal with a full reservation of its rights and without waiving its position regarding implementation of IOD/light duty that has already occurred or occur in the future.

Vacation benefits and sick leave benefits shall not accrue while personnel are out on IOD.

The IOD process will continue to involve an application procedure where during the time waiting for approval or disapproval personnel would be carried "sick". The Chief of the Department approves/denies requests based upon medical documentation and, until that is received a proper determination cannot be made.

The Chief of the Department has been and intends to continue assigning fire fighters from IOD to restricted duty assignments given medical capabilities that allow for the same.

(7) Savings Clause

The City is specifically taking this opportunity to provide specific notice to the Union that any and all alleged or agreed upon "past practices" that are not raised, discussed, and confirmed and agreed to at these negotiations shall not be honored by the City in any future successor collective bargaining agreement. It is our position that if a past practice is acceptable it has to be mutually acceptable and so, it can, and must be raised and agreed to at these negotiations in order to be known, agreed to, valid and acceptable in any future successor collective bargaining agreement.

(8) Evaluations

1. Each Bargaining Unit Member will annually be evaluated by their immediate supervisor or designee. Members will be rated on such items as:
 - a. Quality and Quantity of Work
 - b. Work Habits
 - c. Work Attitudes
 - d. Working Relationships with Others
 - e. Supervisory Ability (If applicable)
2. Following the evaluation of any Bargaining Unit Member, the evaluator shall meet with the employee to discuss the evaluation report. The meeting shall be at the mutual convenience of the Bargaining Unit Member and the evaluator within ten (10) days following the evaluation.
3. After the discussion, the Bargaining Unit Member shall sign the report, but the employee's signature does not necessarily indicate agreement with the contents. The

Bargaining Unit Member shall also have the right to make a written reply which shall be attached to the report.

4. A copy of each evaluation report shall be filed in the Bargaining Unit Member's personnel file and a copy provided to the employee upon request.
5. An unsatisfactory evaluation may be grieved, but only on the grounds of bad faith or discrimination.
6. These evaluations would also be used for when considering promotional recommendations.

B. Rating and Disciplinary Action

The Bargaining Unit Member will be notified in advance in writing of the purpose of a meeting with the Chief in cases where an evaluation and/or disciplinary action is contemplated, and shall be entitled to have union representation.

(9) Drug and Alcohol Policy

In order to promote a safe and healthy work environment for all employees the Springfield Fire Department has established a drug and alcohol testing policy. Employers who receive federal grants are required to maintain a drug free workplace under the Drug-Free Work Place Act of 1988. The program shall be administered as follows:

1. Reasonable suspicion shall be the standard used to determine if an employee should be given a drug and alcohol test. Reasonable suspicion is apparent when some specific and articulable facts exist that create an objective basis for suspecting an employee has been consuming drugs or alcohol. Upon determination of reasonable suspicion by a Departmental Manager or Higher Level SWSC Personnel, the suspected employee shall take an alcohol and drug test. If during the term of this agreement the Fire Commission deems it necessary, the Fire Department can implement random drug testing for unit members.
2. Some factors and observations that could lead to reasonable suspicion and result in a drug or alcohol test are the following:
 - i. The smell of alcohol or drugs emanating from the employee.
 - ii. The employee is unsteady on his/her feet.
 - iii. The employee has red or bloodshot eyes.
 - iv. The employee's speech is noticeably slurred.
 - v. The employee is in possession of any amount of drugs or alcohol.
 - vi. The employee is involved in a vehicle accident or other unsafe operation of Commission equipment.
3. Any employee subject to a urine screen for drugs and alcohol shall be provided a private and secured area with which to generate the sample. If there is reason to believe that the employee has provided an altered or substituted specimen, a second urine sample under direct supervision shall be required.

4. Drug test results and specimens shall be processed by a professional service contracted with the Commission.
5. Alcohol testing shall be conducted by an independent agency or by a police department on their breath test machine. The machine must be in full compliance with all Bureau of Alcohol Testing regulations. An alcohol urine screen will be processed in the same manner as a drug urine screen.
6. All results of drug and alcohol testing shall be kept completely confidential except for disciplinary proceedings.
7. Failure of a drug and alcohol test may result in disciplinary proceedings up to and including termination.
8. Failure of a drug and/or alcohol test shall result in an immediate mandatory referral to the EAP program.
9. All Fire Department Employees, unless prohibited by their collective bargaining agreement, will be subject to drug/alcohol testing for reasonable suspicion.
10. A positive reading for alcohol will be reviewed in the following manner: A breath test reading of .07 BAC or lower shall be considered to be a negative test result; A reading of .08 BAC or higher shall be considered a positive test result. Any reading whatsoever shall result in the removal of the employee from a safety sensitive position for a minimum of twenty-four (24) hours, and a retest showing no BAC shall be required prior to performing a safety sensitive function.

(11) Number of Personnel on Vacation

The City's proposal is that the number of personnel allowed on vacation has typically reflected the number of fire companies in service. Currently the number of fire companies in service the majority of the time is 13. It is the City's proposal that the number of personnel allowed on vacation in a given tour be 13.

(12) Education

"Working towards a degree" will, in the future, in any successor agreement, be only applied to Fire Science Related degrees ***as approved by the Department.***

The Department pays for personnel who have Associates, Bachelors, and Masters Degrees. The Department wants to limit this benefit to tenured firefighters only. A probationary firefighter would not be able to receive this benefit until they have completed their probationary period and have been accepted as a permanent member of the fire department.

(13) Acting Captain

To provide that Acting Captain's pay will only be applied to Lieutenants who are on long-term acting assignments.

(14) Perfect Attendance

Delete present Article 24.10 "Bracket Money" and replace with the following language:

Employees who took no sick leave time in the prior calendar year will be entitled to a Perfect Attendance bonus of one (\$1,000) thousand dollars. Employees who took no more than one sick leave day in the prior calendar year will be entitled to a seven hundred (\$700.00) dollar bonus. Payments for this benefit will be made the following August in accordance with 24.10. (i.e. August 2006 for the calendar year 2005).

(15) Grievance Procedure

Chief/Commissioner to replace the Fire Commission, and Commissioners. Include as an additional step, after the Fire Commissioner the mutual agreed option of pursuing mediation as a remedy.

(16) Dispatch

The SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 agree to waive and forgo any rights to the civilianizing and subsequent creation of a joint Dispatch Center.

(17) Buracker Study

The Union accepts the recommendations of the Buracker Study. The Department is committed to working with the SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 in identifying and implementing those recommendations in the Buracker Study that have a positive impact on the Department. It is further agreed that those recommendations having a direct impact on the members of the SPRINGFIELD ASSOCIATION OF FIREFIGHTERS/LOCAL 648 will be a priority. In the event that agreement cannot be reached after a reasonable period of negotiation, the parties will utilize mediation under the auspices of the JLMC for a 45 day period after which impact bargaining obligations shall be deemed satisfied.

(18) The terms of this offer are presented as a package. The makes this proposal with a full reservation of its rights and with out waiving its position regarding implementation of IOD/light duty that has already occurred or may occur in the future.